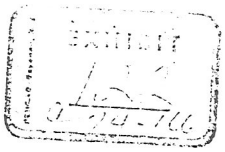

AGREEMENT

THIS AGREEMENT, made on the date(s) indicated below between the signatory members of the family of James Earl Ray, individually (hereinafter referred to collectively as the "Signatories"), and George E. McMillan (hereinafter referred to as "McMillan").

WITNESSETH:

WHEREAS, McMILLAN is desirous of obtaining the perpetual, exclusive rights to certain information known to the SIGNATORIES, individually, and

WHEREAS, the SIGNATORIES, individually, wish to convey such information to McMILLAN for the consideration herein stated,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, the parties hereto agree as follows:

1. The SIGNATORIES, individually, agree to cooperate fully with McMILLAN for purposes of informing McMILLAN fully and completely concerning the family life of James Earl Ray. Such cooperation by the SIGNATORIES, individually, shall include, but not be limited to, giving McMILLAN such personal interviews as he shall deem desirable at such reasonable times as he shall fix, answering in full and complete detail such questions as McMILLAN shall ask at such interviews or by telephone, and answering promptly and fully any correspondence which McMILLAN shall send to the SIGNATORIES.

2. The SIGNATORIES, individually and collectively, hereby grant to McMILLAN in perpetuity, throughout the world in all languages, the exclusive right to publish, sell, distribute,

perform or otherwise disseminate all their individual and/or collective properties and rights and/or other properties and rights to information and material obtained from them, individually, through such personal interviews and other means concerning the SIGNATORIES and their family, including, but not limited to, all literary properties and rights and/or other properties and rights to biographical material concerning the history or background of the family of the SIGNATORIES, including, but not limited to, James Earl Ray, in volume form, in condensations or abridgements, in magazines or newspapers, in anthologies, compilations and digests, in mechanical recordings, in picturized books, in microprint and microfilm versions, in Braille versions, in motion pictures, television, radio, dramatic and non-dramatic stage versions, as well as all other versions whether now in existence or hereafter coming into existence.

The SIGNATORIES, individually, hereby warrant that they, individually, and/or collectively, have not granted any right to information and material concerning the family of SIGNATORIES, including James Earl Ray, or to biographical material concerning James Earl Ray, to any other persons or organizations. The SIGNATORIES, individually, hereby agree to indemnify McMILLAN against any loss, expense or damage, including reasonable attorneys' fees, occasioned by any claim, demand, suit or recovery arising out of the breach of this warranty.

3. Each SIGNATORY hereby grants to McMILLAN, in perpetuity, throughout the world in all languages, the exclusive right to use said SIGNATORY'S name, portrait or picture in and in connection with any of the rights granted under Section 2 hereof and all publicity and advertising pertaining thereto, in any manner that McMILLAN may deem proper, together with the right to have said SIGNATORY represented and impersonated in any of the versions, rights to which are granted under the said Section 2, including, but not limited to motion picture, television, radio, dramatic and non-dramatic stage and recording versions under said SIGNATORY'S own name or under a fictitious name in any manner that McMILLAN may deem proper, and by any actor or actors whom McMILLAN in his sole discretion may select. It is agreed that McMILLAN may include in any such versions any incidents, characters, dialogue, actions, scenes and situations whatsoever that he desires, whether or not taken from any of the material and literary property referred to in the said Section 2.

Each SIGNATORY hereby releases, discharges and acquits McMILLAN from any and all claims, demands or causes of action that said SIGNATORY may hereafter have against McMILLAN, whether for libel, violation of right of privacy, or any other cause, by reason of any thing contained in any such version or in the publicity or advertising pertaining thereto.

4. The rights granted to McMILLAN herein are exclusive and the SIGNATORIES hereby individually agree that they will not grant or authorize interviews with any other person or organization or otherwise communicate the information and

material which they have herein agreed to furnish to McMILLAN to any other person or organization or grant or sell any rights inconsistent with this Agreement to any other person or organization.

5. The SIGNATORIES, individually, agree that the information and material which they will furnish to McMILLAN pursuant to the terms hereof shall be true and accurate, to the best of their knowledge.

6. McMILLAN agrees that he will pay to SIGNATORIES, collectively, the sum of Five Thousand Dollars ($5,000.00) payable as follows:

(a) McMILLAN paid to Jerry Ray the sum of Five Hundred Dollars ($500.00) on 1969. On behalf of the SIGNATORIES, the signature of Jerry Ray hereon acknowledges receipt of said payment. Said payment shall be applied toward the said $5,000.00 which McMILLAN hereby agrees to pay.

(b) McMILLAN agrees to pay to SIGNATORIES, collectively, Fifteen Hundred Dollars ($1,500.00) on March 1, 1969; Fifteen Hundred Dollars ($1,500.00) on June 1, 1969; and Fifteen Hundred Dollars ($1,500.00) upon acceptance by Little Brown & Company of the manuscript of the biography of James Earl Ray which McMILLAN is preparing under contract to said Company. (McMILLAN agrees to use his best efforts to complete said manuscript with reasonable promptness.)

(c) In the event that any SIGNATORY shall not cooperate fully with McMILLAN by informing McMILLAN of the complete history of the family of SIGNATORIES, to the best of such SIGNATORY'S knowledge, or in the event any SIGNATORY shall grant or authorize any interview or otherwise communicate the information and material which said SIGNATORY has agreed herein to furnish McMILLAN to any other person or organization or grant or sell any other right in violation of this Agreement, McMILLAN shall have the right, in good faith, to withhold any payment installment or installments called for under paragraph (b) of this Section.

(d) McMILLAN also agrees that he will pay over to SIGNATORIES, collectively, twenty-five percent (25%) of all monies received from first rights, both domestic and foreign, to publish in serial form any book or books written by McMILLAN the primary subject of which is a biography of James Earl Ray and/or the family of SIGNATORIES.

7. This Agreement shall be binding upon each SIGNATORY individually and the death or disablement to perform said Agreement of any SIGNATORY shall not affect the duties of the other SIGNATORIES hereunder. The duties of the SIGNATORIES under this Agreement are not delegable. Rights of the SIGNATORIES under this Agreement may not be assigned except by mutual written consent of all the SIGNATORIES. McMILLAN may assign his rights hereunder to any person or organization.

8. This Agreement constitutes the entire Agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year indicated.

	[Date]	[Signatories]
George E. McMillan		
George E. McMillan		
George E. McMillan		
George E. McMillan		
George E. McMillan		
George E. McMillan		